

# Cedar City

10 North Main Street • Cedar City, UT 84720  
435-586-2950 • FAX 435-586-4362  
[www.cedarcity.org](http://www.cedarcity.org)

**Mayor**  
Maile L. Wilson

**Council Members**  
Ronald R. Adams  
John Black  
Paul Cozzens  
Don Marchant  
Fred C Rowley

**City Manager**  
Rick Holman

## CITY COUNCIL WORK MEETING

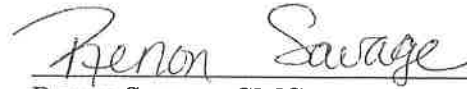
JULY 2, 2014

5:30 P.M.

The City Council meeting will be held in the Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah. The agenda will consist of the following items:

- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
  - Mayor and Council Business
  - Staff Comment
- IV. Public Agenda
  - Public Comments
- V. Business Agenda
  - Public
    1. Consider an agreement with BMCA Cedar City, LLC (GAF) to delay instillation of a certain public infrastructure improvements – GAF/Paul Bittmenn
    2. Discuss use of RAP Tax – Cedar City Arts Council, Deborah Snider
  - Staff
    3. Consider bids for the 1700 West and 100 West waterline replacement project – Jonathan Stathis
    4. Consider change order #1 for the Cedar Canyon Water Tank replacement project – Jonathan Stathis
    5. Consider bids for the annual blanket contracts – Jeff Hunter
    6. Consider bid for new refuse truck – Jeff Hunter
    7. Consider an ordinance amending Cedar City Ordinance Chapter 38 Section 38-2-2 adding a Section 38-2-2a describing the method of extending off-site drains to new developments and the method of reimbursement to the developer for such extensions – Kit Wareham
    8. Consider a resolution amending the City wide consolidated fee schedule – Paul Bittmenn
    9. Executive Session – Pending Litigation

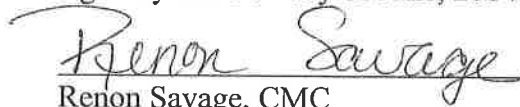
Dated this 30<sup>th</sup> day of June, 2014.



Renon Savage, CMC  
City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 30<sup>th</sup> day of June, 2014.



Renon Savage, CMC  
City Recorder

Cedar City Corporation does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in accessing, understanding or participating in the meeting, please notify the City not later than the day before the meeting and we will try to provide whatever assistance may be required.

CEDAR CITY COUNCIL  
AGENDA ITEMS V - I  
DECISION PAPER

**TO:** Mayor and City Council

**FROM:** Paul Bittmenn

**DATE:** June 30, 2014

**SUBJECT:** Development agreement with BMCA Cedar City, LLC (GAF)

**DISCUSSION:**

BMCA Cedar City, LLC, is a company most of us are familiar doing business under the name of GAF. Within the past year GAF and the Redevelopment Agency have created an economic development project area and created incentive agreements.

GAF owns approximately 78.07 acres of property. The south side of the property fronts Highway 56. The plant and the majority of the improvements are on the north side of the property. GAF would like to subdivide the property into 2 parcels. Once the minor lot subdivision of the property is complete the south side of the property would have a little over 5 acres of property and the north side would have a little over 72 acres of property. The public infrastructure improvements are on the south side of the property. The proposed agreement would delay the completion of a majority of these improvements until the south side of the property develops. GAF would complete some improvements where the private lane leading to their building intersects with highway 56. The agreement also waives objection to a future improvement district if the City would like to use that option.

Attached is a copy of the agreement. GAF has signed the agreement. Please consider approval of the agreement.

## DEVELOPMENT AGREEMENT

### DELAYING INSTALLATION OF INFRASTRUCTURE IMPROVEMENTS

This development agreement (this "agreement") is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2014, between Cedar City Corporation, a Utah municipal corporation and political subdivision, hereinafter referred to as CITY; and BMCA Cedar City LLC, a Delaware limited liability company, hereinafter referred to as BMCA.

WHEREAS, BMCA owns approximately 78.07 acres of real property located within the boundaries of CITY, hereafter referred to as the "BMCA property". Said property is identified by Iron County Account Number 0359015, Iron County Parcel Number B-1444-0000-0000, and the following legal description:

BEG AT PT ON N-S 1/4 SEC 12, T36S, R12W, SLM & ON SW'LY LN OF LA & SL RR WH IS SITUATE S0\*05'08"E 233.90 FT FR N1/4 COR OF SD SEC 12, S0\*05'08"E ALG 1/4 SEC LN 2358.37 FT TO EXIST FENCELN ALG N R/W LN OF STATE ROUTE 56, S89\*59'22"W ALG EXIST R/W FENCELN 1327.78 FT TO W LN OF E1/2NW1/4 OF SEC 12, N0\*07'54"W ALG 1/16 LN 2564.43 FT TO N LN OF SD SEC 12, N88\*47'25"E ALG SEC LN 1112.22 FT TO SW'LY LN OF LA & SL RR, S43\*34'37"E ALG SW'LY LN OF LA & SL RR 316.51 FT TO POB. SUBJ TO EXIST R/W FOR ING & EGR, UTIL & PURP O/A E 33 FT OF SD PARCEL. ALSO: BEG AT N1/4 COR OF SEC 12, T36S, R12W, SLM, S0\*05'08"E ALG 1/4 SEC LN 88.60 FT TO NE'LY LN OF LA & SL RR, N43\*34'37"W ALG NE'LY LN OF LA & SL RR 119.89 FT TO N LN OF SD SEC 12, N88\*47'25"E ALG SEC LN 82.53 FT TO POB. SUBJ TO EXIST R/W 40 FT IN WIDTH OVERHD PWRLN, 20 FT ON EACH SIDE OF FOLLOW DESC SURVEY LN DESC REC BK 507219. (ANNEXED WAS E-200-1-2) SUBJ TO EASE DESC REC BK 724/873. SUBJ TO EASE DESC REC BK 1138/471.

WHEREAS, CITY's ordinance and engineering standards require installation of public infrastructure improvements such as curb, gutter, sidewalk, road, water, storm drain, streetlights, and sewer concurrent with subdivision; and

WHEREAS, (i) infrastructure improvements and industrial buildings are currently located on certain portions of the BMCA property, and (ii) certain portions of the BMCA property, including, without limitation, approximately 6 acres fronting State Route 56, are currently undeveloped; and

WHEREAS, BMCA would like to subdivide the BMCA property into 2 parcels. One of the parcels would contain approximately 72.02 acres of land on which the currently developed industrial facility and infrastructure are located, which parcel is hereinafter referred to as "parcel #1". The other parcel would contain approximately 5.867 acres of currently undeveloped land, which parcel is hereinafter referred to as "parcel #2". Both parcels are more particularly described in the record of survey which is attached hereto and incorporated herein as exhibit #1; and

WHEREAS, parcel #1 has one hundred and thirty (130) feet of frontage on State Highway 56; the industrial facility on the BMCA property is accessed over a paved driveway which extends from such frontage; and

**WHEREAS**, curb, gutter, sidewalk and street light improvements on the portion of BMCA's property fronting State Route 56 have not been installed; and

**WHEREAS**, in conjunction with certain improvements which BMCA is currently performing to its industrial facility on parcel #1, BMCA will complete such curb, gutter, sidewalk and street lights improvements on the portion of parcel #1 fronting State Route 56 as are required pursuant to applicable CITY ordinances, engineering standards, fire codes, building codes or other rules of general application adopted by CITY and in effect at the time a building permit is issued; and

**WHEREAS**, in order to delay, until such time as a building permit is issued in the future to the then current owner of parcel #2 or, in the event parcel #2 is subdivided in the future into two or more parcels, each a "future subdivision parcel", to the then current owner of any such future subdivision parcel, the construction of public infrastructure required pursuant to applicable CITY ordinances, engineering standards, fire codes, building codes or other rules of general application adopted by CITY and in effect at the time a building permit is issued along the State Route 56 frontage of such parcel, the CITY and BMCA desire to enter this agreement.

**NOW THEREFORE** it is hereby agreed by CITY and BMCA that mutual consideration exists to support the formation of this agreement.

**NOW THEREFORE** CITY and BMCA hereby agree to the following:

**1. PUBLIC INFRASTRUCTURE IMPROVEMENTS.**

A. In the event that the owner of parcel #2 (or any future subdivision parcel) submits an application for a building permit for an improvement to be constructed or installed at such parcel, the CITY will notify the person or entity requesting the building permit of the public infrastructure improvements required in connection with such building permit application. The public infrastructure improvements must be completed, inspected, and accepted by CITY prior to the issuance of a certificate of occupancy for the improvements constructed pursuant to such building permit.

B. The public infrastructure improvements required on parcel #2 (or any future subdivision parcel) may include any public infrastructure improvements (including, without limitation, curb, gutter, sidewalk, street lights, storm drain, road improvements, water lines, sewer lines) required pursuant to applicable CITY's ordinances, engineering standards, fire codes, building codes or other rule of general application adopted by CITY and in effect at the time a building permit is issued. Such required public infrastructure improvements may include on-site improvements and off-site improvements.

C. The owner of parcel #2 (or any future subdivision parcel) will warrant that the public improvements installed in connection with any building permit for such parcel are fit, for a period of one (1) year, for the purpose for which they were constructed. Any defects in workmanship, materials, or construction will be replaced by such owner at such owner's expense during the warranty period.

2. CREATION OF A LOCAL DISTRICT

A. From time to time CITY may seek to create a local district pursuant to the provisions of Title 17B of the Utah Code for the financing and construction of public infrastructure improvements upon the Parcel #2, or any future subdivision thereof. The local district may assess a proportionate share of the cost for the improvements to the owner of Parcel #2, or any future subdivision thereof, and place a lien thereon until the proportionate share of the improvements is paid. The right to protest the creation of such local district is hereby irrevocably waived, and this waiver is a condition that shall run with Parcel #2, or any future subdivision thereof, and bind future land owners thereof, until such time as such proportionate share of the improvements is paid in full.

3. MISCELLANEOUS

A. Choice of Law. This agreement shall be interpreted pursuant to the provisions of the law of the State of Utah.

B. Venue and Jurisdiction. In case court action is initiated related to the provisions of this agreement venue is vested in the 5<sup>th</sup> Judicial District Court in and for Iron County, State of Utah, and jurisdiction is vested in the District Courts in and for the State of Utah.

C. Recording. Upon the completion of the subdivision of the BMCA Property into parcel #1 and parcel #2, and prior to BMCA disposing, transferring, or otherwise changing in any way its ownership interest in parcel #2, this agreement is intended to be recorded against parcel #2 in the land records of Iron County, Utah. It is the express intent of the parties to this agreement that the rights, duties, responsibilities, waivers, warranties, and other provisions contained herein shall run with the title to all of parcel #2.

D. Ability to enter agreement. The persons signing this agreement on behalf of their respective entities do so with the intent to bind their respective entities and do so after having received approval pursuant to the rules established by their respective entities.

E. Interpretation. This written document and the documents referenced herein constitute the entire agreement. No prior, contemporary, or future written or oral representations not contained in this document and the documents referenced herein shall be binding.

F. Amendment. This agreement may only be amended by a written agreement duly adopted and signed by CITY and BMCA. No amendment shall be effective unless it is duly recorded against parcel #2 in the land records of Iron County, Utah.

G. Termination. All rights, duties, responsibilities, waivers, warranties, and other provisions contained herein are intended to run with parcel #2 and serve to bind present and future owners thereof (including, in the event that parcel #2 is subdivided in the future into two or more parcels, the owner or owners of each such future subdivided parcel). This agreement shall not terminate until the following conditions have been satisfied (the "termination conditions"): (1) the public infrastructure improvements required to be installed on parcel #2 pursuant to Section 1 above

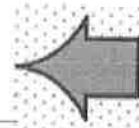
are installed; (2) such required public infrastructure improvements are accepted by CITY, such acceptance not to be unreasonably withheld; (3) the one (1) year warranty period has expired as to the original public infrastructure improvements required and any warranty work, and (4) the completion of any action to enforce the provisions contained herein. If parcel #2 is subdivided in the future into two or more parcels, (i) this agreement shall automatically terminate as to any individual future subdivision parcel upon satisfaction, with respect to such parcel, of all of the termination conditions, and (ii) the termination of this agreement with respect to any future subdivision parcel shall not be deemed to be a termination of this agreement with respect to any other future subdivision parcel, it being understood that each future subdivision parcel must individually satisfy the termination conditions in order for this agreement to be terminated with respect to such parcel.

H. Headings. The headings contained herein are for the aid of the reader and are not intended to be substantive provisions of this agreement.

I. Attorney fees. In the event of a dispute related to the provisions contained herein each party shall pay their own attorney fees and costs.

CITY's signature page.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

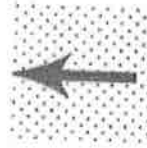


MAILE L. WILSON  
MAYOR

[SEAL]  
ATTEST:

RENON SAVAGE  
RECORDER

STATE OF UTAH        )  
                              :SS.  
COUNTY OF IRON     )



This is to certify that on the \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Maile L. Wilson, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that she the said Maile L. Wilson and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

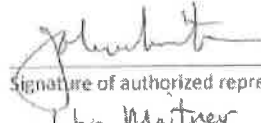
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC



BMCA'S signature page.

Dated this 17<sup>th</sup> day of June, 2014.

  
Signature of authorized representative  
John Maitner  
SVP - Treasurer  
Print name and title of authorized  
representative

STATE OF NEW JERSEY)  
:ss.  
COUNTY OF PASSAIC )

On this 17<sup>th</sup> day of June, 2014, personally appeared before me  
John Maitner who duly acknowledged to me that ✓ he  
signed the above and foregoing document.

SANDRA THIRONE  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES JUNE 2, 2016

NOTARY PUBLIC

# Exhibit #1

Development agreement delaying the installation of infrastructure improvements between Cedar City  
and BMCA Cedar City LLC.







June 2, 2014

## MISSION

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The Cedar City Arts Council fosters a thriving arts community in Iron County through advocacy, appreciation, education, and support.

## VISION

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The Cedar City Arts Council serves as a principal facilitator for the arts in Southern Utah.

## GOALS

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1. *Advocacy:* The Cedar City Arts Council conveys the essential value of the arts and artists in our community.
2. *Appreciation:* The Cedar City Arts Council encourages the creative spirit and recognizes the arts as a vital economic force.
3. *Education:* The Cedar City Arts Council engages all ages in visual, performing, and literary art forms through diverse programming and community outreach.
4. *Support:* The Cedar City Arts Council helps fund the creative endeavors of artists and small arts organizations.

## CEDAR CITY ARTS COUNCIL BOARD OF TRUSTEES:

**Mary Anne Andersen:** Mini-Grant Program; Editor/Iron County Today Column; Literary Group

**Rachel Bishop:** Secretary; Google Drive Access and Coordination

**Rachelle Bonnett:** Art Walks and Public Arts Programs

**Tyler Braun:** Community Arts Affiliations

**Kirt Brown:** School District Affiliations

**Debbie Drake:** Vice President; Professional Development Programs and Arts Incubator

**Joe Nemrow:** Grant Research and Applications

**Sara Penny:** Press Releases and Facebook

**Denise Purvis:** Educational Programming; Networking Socials

**Teri Saa:** Memberships

**Deborah Snider:** President; Executive Committee, Downtown Retail Alliance

**Daniel Stewart:** Liaison, City Office of Economic Development; Networking Socials

**Nano Taggart:** Webmaster

**Stephen Wagner:** Treasurer

**Steve Yates:** Advertising/Marketing; Networking Socials; Art Walks



## 2014 State of the Cedar City Arts Council & Strategic Plan

### Goals Attained, In-Process, or Ongoing: June 2013 through May 2014

- Redesigned mission statement, vision statement, and goals (please see reverse side for details)
- Amended By-Laws in response to current Council needs
- Restructured Board of Trustees; ours is a working board whose members each have areas of responsibility
- Board members are active ambassadors for the arts
- Redesigned our website
- Reestablished our digital newsletter as a monthly publication
- Promoted our activities through social media
- Developed a closer working relationship with local and state granting agencies
- Sent Board of Trustee members to professional development workshops and webinars, including the Utah Division of Arts and Museum's "Change Leader Institute"
- Launched our first membership drive in several years
- Provided PayPal as an on-line membership payment option
- Initiated a weekly arts column in ***Iron County Today*** (guest writers are welcome)
- Developed a plan for media releases that have been used widely
- Renewed our commitment to educational opportunities to children and adults (Arts\*Lab, Professional Development)
- Reinstated our commitment to three networking socials each year, to also celebrate and recognize achievements of Arts Council mini-grant recipients
- Initiated a marketing and advertising campaign with a consistent Arts Council "brand"
- Awarded \$3,000 in mini-grants to local artists and arts organizations
- Participated in the 2013 Tour of Utah with chalk art by ten local artists; plans for 2014 Tour of Utah chalk art underway with an open call to the public; potential competition for grade/age categories
- Catalyzed an Art Walk collaboration between artists and businesses for June through August 2014
- Initiated Final Friday Art Celebrations for June 27, July 25, and August 29, 2014 in Art Walk locations
- Cultivated the idea of a "Cultural District" that links Southern Utah University, the Beverley Taylor Sorenson Center for the Arts (Southern Utah Museum of Art and the expanded Utah Shakespeare Festival), and the downtown area
- Assisted member artists and arts organizations with marketing and promotion through newsletter articles
- Built connections with city government, businesses, and Southern Utah University

### Strategic Plan: One to Five Years

- Coordinate a "street team" of middle school, high school, and Southern Utah University Arts students to assist with marketing, poster circulation, and general information dissemination around the community and in our K-12 schools
- Capitalize on the national exposure of Cedar City through travel writers, green tourism through the arts, SUU's exposure as a great value/great education, Tour of Utah, etc.
- Cultivate business and patron sponsorships for events
- Develop and expand our online gallery of artists' and arts organizations' websites
- Encourage business incentive plans to attract more arts-related businesses through an Arts Incubator program
- Initiate annual Arts Council awards for Excellence in the Arts in multiple categories
- Expand our pool of grant funds to support arts education, artists and arts organizations
- Forge working relationships with, and programming for, our local Paiute nation, assisted living facilities staff, women's shelter staff, at-risk K-12 students, and the senior center
- Our website is an essential central clearinghouse for artists, events, and cultural-related activities; we will develop an "Arts Directory" with on-line links to artists' and arts organizations' websites
- Our membership has grown significantly; members realize that the value of the Arts Council is intrinsic: our activities contribute to the quality of life, the well-being of whole individuals, and are deeply woven into the fabric of society
- Our Cultural District is bustling with activity year-round, with a pedestrian mall, expanded outdoor seating, and a well-visited public art collection in the downtown area
- We have collaborated on a "Cultural Corridor" that links the Arts in Cedar City/Iron County and Washington County (St. George/Springdale/Ivins) with shuttle busses, educational programming, and artists' retreats

**CEDAR CITY  
CITY COUNCIL AGENDA ITEM 3  
STAFF INFORMATION SHEET**

**To:** Mayor and City Council

**From:** Jonathan Stathis

**Council Meeting Date:** July 2, 2014

**Subject:** **Consider Bids for the 1700 West and 100 West Waterline Replacement Project.**

**Discussion:** This project involves the installation of a new waterline on 1700 West Street from 325 North to 400 North and the replacement of the existing waterline on 100 West Street from 400 North to Coal Creek Road.

Cedar City received four (4) bids for the 1700 West and 100 West Waterline Replacement project. The low bidder for the project is Blackburn & Associates of Cedar City. The following table shows a summary of the bids that were received.

Bid Summary with Alternates

Name of Contractor	Bid Amount
<b>Blackburn &amp; Associates</b>	<b>\$221,242.32</b>
John Orton Excavating	\$251,096.47
Royal T Enterprises	\$274,195.00
Red Canyon Contractors	\$312,542.33

The total bid, including the alternate bid items, is within the budgeted amount. It is recommended that the bid be awarded with the alternate bid items included.

If this bid is awarded it would be on the condition that the contractor provide the required executed bonding, insurance documents, immigration status verification, and that the Mayor be authorized to sign the contract with the Contractor.

The following table provides a summary of the proposed budget for this project:

**Project Funding**  
**1700 West and 100 West Waterline Replacement Project**  
**(Account #51-40-731)**

	<u>Funding</u>	<u>Expenses</u>	<u>Balance</u>
<u>Funding approved in FY14 –</u>			
Acct. #51-40-731 (1700 West Water Line)	\$103,000		
Acct. #51-40-731 (100 West Water Line)	\$195,000		
 <u>Expenses –</u>			
Construction Contract		(\$221,242)	
Engineering (6%)		(\$13,275)	
Materials Testing (1%)		(\$2,212)	
Misc./Contingency (10%)		(\$22,124)	
 Totals –	 \$298,000	 (\$258,853)	 \$39,147



**CEDAR CITY  
CITY COUNCIL AGENDA ITEM 4  
STAFF INFORMATION SHEET**

**To:** Mayor and City Council

**From:** Jonathan Stathis

**Council Meeting Date:** July 2, 2014

**Subject:** **Consider Change Order #1 for the Cedar Canyon Water Tank Replacement Project.**

**Discussion:** This change order includes an adjustment of the contract quantities that have already been completed. The other main item on this change order is the replacement of the roof structure.

Prior to purchasing the tank, an inspection was done on the interior of the tank. However, it was impossible to visually inspect the tops of the rafters because they were up against the tank roof. The visible portion of the rafters looked like they were in good condition and at that time it did not appear that the structural members would need to be replaced.

However, after the tank was taken down, it was found that there was severe corrosion on the tops of the rafters and that there was significant metal loss. We measured the actual thickness of the steel remaining and performed structural calculations based on the new cross-section. According to the calculations it was found that the rafters will no longer be adequate to support the required snow load on the roof of the tank. The cost to change out the rafters includes the following items: salvage value for the existing rafters, supplying new steel rafters, and sandblasting and applying an epoxy coating to the new rafters.

It is requested that the rafters from the tank be considered as salvage. The cost to replace the rafters includes the salvage value of the steel beams. It is requested that the old rafters be declared as surplus property and be disposed of as part of this change order.

This change order does not include the cost to tear down the old Cedar Canyon Tank. We are looking at the possibility of re-using a portion of the old tank as an open storage reservoir for the north end of the City's pressurized irrigation system.

The total cost of the proposed change order #1 amount is \$53,885.15.

If this change order is approved it would be on the condition that the Mayor be authorized to sign the change order. A copy of the proposed change order is attached to this fact sheet.

The following table provides a summary of the proposed budget for this project, including the proposed change order:

**Project Funding  
Cedar Canyon Water Tank Replacement Project  
(Account #51-40-722)**

	<u>Funding</u>	<u>Expenses</u>	<u>Balance</u>
<u>Funding in FY14 and FY15 –</u>			
Acct. #51-40-722 (Cedar Canyon Water Tank, FY14)	\$1,025,000		
Acct. #51-40-740 (Spilsbury Booster Pump Replacement)	\$20,000		
Acct. #51-40-734 (Shurtz Spring Line)	\$30,000		
Acct. #51-40-722 (Cedar Canyon Water Tank, FY15)	\$175,000		
<u>Expenses –</u>			
Construction Contract		(\$1,027,063)	
Engineering (2.25%)		(\$23,109)	
Materials Testing (1%)		(\$10,271)	
Purchase used tank and other misc. costs		(\$25,300)	
Change Order #1		(\$53,885)	
Misc. items (chain-link fence, SCADA, cathodic protection, etc.)		(\$33,000)	
Demolish old tank		(\$25,000)	
Totals –	<b>\$1,250,000</b>	<b>(\$1,197,628)</b>	<b>\$52,372</b>

## CHANGE ORDER

Order No. 1  
Date: July 9, 2014  
Agreement Date: Feb. 27, 2014

NAME OF PROJECT: Cedar Canyon Water Tank Replacement Project 2014

OWNER: Cedar City Corporation

CONTRACTOR: Urieco Construction, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

### Description:

1. Quantity Adjustments:
  - Bid Item #7: Excavate, stockpile material on-site (+2,654 CY @ \$3.50/CY = +\$9,289.00)
  - Bid Item #8: Excavate, haul off material (-2,800 CY @ \$4.62/CY = -\$12,936.00)
  - Bid Item #9: 6" scarify & re-compact (-270 SY @ \$0.95/SY = -\$256.50)
  - Bid Item #10: Geogrid material (-269.5 SY @ \$4.54/SY = -\$1,223.49)
  - Bid Item #11: Compact imported structural fill (+1,012 CY @ \$8.00/CY = +\$8,096.00)
  - Bid Item #12: Compact on-site structural fill (+1,865 CY @ \$6.00/CY = +\$11,190.00)
  - Bid Item #14: Diamond block retaining wall (+4 LF @ \$52.00/LF = +\$208.00)
  - Bid Item #15: Drainage channel on east side (-220 LF @ \$35.35/LF = -\$7,777.00)
  - Bid Item #16: Drainage channel on west side (-100 LF @ \$46.75/LF = -\$4,675.00)
  - Bid Item #17: Concrete ring foundation (-9 CY @ \$527.40/CY = -\$4,746.60)
  - Bid Item #18: Pea gravel (-8 CY @ \$66.00/CY = -\$528.00)
  - Add. Alt. Bid Item #1: Replace floor plates (-2,000 SF @ \$14.10/SF = -\$28,200.00)
  - Add. Alt. Bid Item #8: 16" pipes, 2" conduit (+0.552 LS @ \$51,855.00/LS = +\$28,639.74)
  - Ded. Alt. Bid Item #1: Credit for keeping plates (-2,000 SF @ -\$1.20/SF = +\$2,400.00)

Total quantity adjustments = -\$519.85

2. Standby time while additional pit run material was screened.
  - +1 LS @ \$2,220.00/LS = +\$2,220.00
3. Replace the existing rafters with new steel beams, sandblast, and apply two coats of epoxy.
  - +1 LS @ \$52,185.00/LS = +\$52,185.00

### Justification:

1. Adjustment to contract quantities to match installed quantities. Justification for the adjustments to each bid item is described in the following paragraphs:

Bid Item #7: The quantity for this item is being increased because all of the soil material that was excavated remained on the site. None of the excavated material was hauled off the site. A topographic survey was performed after the excavation was completed to determine the exact amount of material that was excavated. The excavated material was used to shape the area around the tank site. This provided a benefit to the City because the material was used to level out the area around the tank site, build access roads into and around the tank site, provide additional slope stability on the north side of the tank by ensuring that this area would not exceed a 2:1 slope, and improve the surface drainage around the tank. The excavated material was used to construct an additional access road around the north side of the tank.

Bid Item #8: The quantity for this bid item is being completely eliminated because none of the excavated soil material was hauled off the site. All of the excavated material remained on the site. The material was used to level out the site, improve the access roads into and around the tank site, provide additional slope stability on the north side of the tank, and improve the drainage around the tank.

Bid Item #9: The quantity for this bid item is being decreased to match the actual area underneath the tank site that was scarified and re-compacted prior to placing structural fill material. A survey was performed to determine the actual area that was prepared to receive fill material. The actual quantity ended up being about 12% less than the estimated quantity in the bid schedule.

Bid Item #10: The quantity for this bid item is being decreased to match the actual area of geogrid material that was installed underneath the tank site. A survey was performed to determine the actual area that was prepared to receive fill material. The actual quantity ended up being about 12% less than the estimated quantity in the bid schedule.

Bid Item #11: The quantity for this bid item is being increased to match the actual volume of imported structural fill that was installed at the tank site. In the contract documents, it was assumed that a portion of the fill around the tank could be installed using native material. However, in order to ensure a more stable pad for the tank to sit on, it was decided that the entire area around the tank would be filled in with structural fill material that was imported from the Bulloch Pit. A survey was performed to determine the actual volume of imported structural fill material installed.

Bid Item #12: The quantity for this bid item is being increased to match the actual volume of on-site structural fill material that was installed at the tank site. As described in Bid Item #7 above, all of the on-site material was used to shape the site, improve the access to the tank, and improve the drainage around the tank. The increased quantity for this bid item accounts for the additional work that was done to move and compact the material around the tank site.

Bid Item #14: The quantity for this bid item is being increased to match the actual length of retaining wall that was installed. There was a slight increase to the length of the wall in order to more closely match the actual contours of the hillside.

Bid Item #15: The quantity for this bid item is being completely eliminated. The drainage channel will be lined with riprap at a later date by the City Water Division if it starts to show signs of erosion. The additional grading work that was done around the site as part of Bid Items #7 and #12 was helpful in improving the drainage such that this item could be eliminated.

Bid Item #16: The quantity for this bid item is being completely eliminated. After the tank site was prepared, it became evident that this drainage channel was no longer necessary. The site now slopes completely away from the tank on the west side. The additional grading work that was done as part of Bid Items #7 and #12 was helpful in improving the drainage such that this item could be eliminated.

Bid Item #17: The quantity for this bid item is being decreased to match the actual volume of concrete that was installed in the tank foundations. The estimated concrete quantity in the bid schedule ended up being higher than what was actually installed and so there is a credit being given for the concrete that was not installed.

Bid Item #18: The quantity for this bid item is being decreased to match the actual volume of pea gravel that was installed in the area underneath the tank.

Add. Alt. Bid Item #1: The quantity for this bid item is being completely eliminated. The floor plates did not need to be replaced. After the tank was taken down in West Valley City, the floor plates were inspected to determine the condition of the bottom of the plates. In addition, we were able to measure the thickness of the steel floor plates and it was found that the plates are actually thicker than normal. The floor plates are 5/16" thick, whereas typical floor plates are only 1/4" thick. It was found that the floor plates were in good shape, except for the very edges of the floor plates which showed some signs of surface corrosion. However, with the additional 1/16" plate thickness it was decided to leave the floor plates as is. In addition, this site will provide better drainage underneath the tank and so there will be a drier environment under the floor plates that should prevent any further corrosion.

Add. Alt. Bid Item #8: The lump sum quantity for this bid item is being increased to match the additional pipe work that was done to connect the piping to the new tank. Due to the steep topography on the north side of the tank, it became necessary to add five 16-inch vertical elbows with thrust blocks on the piping going up to the tank. The original drawings only showed one elbow. Two extra sticks of 16-inch diameter pipe were also needed to make the tie-in from what was originally in the bid. Four additional working days were expended by the contractor to install the pipe going up the steep hillside. Full sticks of pipe

could not be used in many locations, and so the additional time was necessary to cut and bevel the pipe, and adjust the pipe to match the necessary elevations going up the slope.

Ded. Alt. Bid Item #1: The quantity for this bid item is being completely eliminated. The existing floor plates were not salvaged and so there is no credit back to the City for this item.

Overall, the adjustments to these bid items result in a credit to Cedar City of \$519.85.

2. The City was responsible for screening the pit run material in order to meet the specified gradation for the site grading material. The screened material ran out while Urieco was hauling in the pit run. Urieco had equipment on-site that was being rented during that time, including a water truck, backhoe, and a sheepsfoot roller. This item is to cover the cost of the standby time associated with the equipment rental during the two days.
3. Once the rafters were removed from the used tank, it was found that the tops of the rafters were badly corroded. Measurements were taken of the metal loss on the rafters and it was found that the beams will no longer meet the required strength to carry the snow load on the roof of the tank. All of the rafters will be replaced, two of the girders will be replaced, and the top plate on the center column will be replaced. The new materials will be sandblasted and painted with two coats of epoxy.

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ 1,027,062.65.

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ 1,027,062.65.

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$ 53,885.15.

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 1,080,947.80.

Change to CONTRACT TIME:

The CONTRACT TIME will be increased by 0 calendar days.

The date for completion of all work will be December 28, 2014 (Date).

Ordered by: \_\_\_\_\_  
(City)

Accepted by: \_\_\_\_\_  
(Contractor)

**CEDAR CITY COUNCIL  
AGENDA ITEM 5**

**INFORMATION SHEET**

**TO:** Mayor and City Council  
**FROM:** Jeff Hunter  
**DATE:** June 30, 2014

**SUBJECT:** CONSIDER ANNUAL BLANKET CONTRACT PROPOSALS

**DISCUSSION:** Each year the City requests proposals for Blanket Contracts on Installed Asphalt, Small Concrete Projects, Pavement Marking, Street Materials (supply only), Tree Trimming, Towing, Crack Seal, Chip Seal Applicator and Chip Seal Oil Supply according to specifications prepared by the City.

The Blanket Contract request was advertised on the City website and in the Spectrum newspaper. Proposals were due at Noon on Thursday, June 26, 2014. Attached are the bid results.

**CEDAR CITY CORPORATION  
BID TABULATION  
BLANKET CONTRACTS FY 2015 (JULY 2014 - JUNE 2015)**

**PAVEMENT MARKING**

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	STRAIGHT STRIPE		INTERSTATE BARRICADE	
				UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT
1	Mobilization	LS	3	\$ 400.00	\$ 1,200.00	\$ 6,400.00	\$ 19,200.00
2	8" Dashed Line	LF	1,000	\$ 0.175	\$ 175.00	\$ 0.220	\$ 220.00
3	8" Single Solid	LF	500	\$ 0.175	\$ 87.50	\$ 0.220	\$ 110.00
4	8" Double Solid	LF	1,000	\$ 0.350	\$ 350.00	\$ 0.440	\$ 440.00
5	4" Dashed Line	LF	5,000	\$ 0.087	\$ 435.00	\$ 0.110	\$ 550.00
6	4" Single Solid	LF	9,000	\$ 0.087	\$ 783.00	\$ 0.110	\$ 990.00
7	4" Double Solid	LF	5,000	\$ 0.170	\$ 850.00	\$ 0.220	\$ 1,100.00
8	4" Miscellaneous Hash Line	LF	1,000	\$ 0.087	\$ 87.00	\$ 0.550	\$ 550.00
9	4" x 20' Parking Lot Space Lines	EA	500	\$ 6.000	\$ 3,000.00	\$ 11.000	\$ 5,500.00
10	14" x 7 1/2' Through-Lane Use Arrows	EA	10	\$ 19.500	\$ 195.00	\$ 21.000	\$ 210.00
11	14" x 7' Turn-Lane Use Arrows	EA	10	\$ 19.500	\$ 195.00	\$ 21.000	\$ 210.00
12	14" x 10 1/2' Turn and Through-Lane Use Arrows	EA	5	\$ 19.500	\$ 97.50	\$ 21.000	\$ 105.00
13	18" x 8' School Cross-Walk/Ladder Runs	EA	205	\$ 19.450	\$ 3,987.25	\$ 21.000	\$ 4,305.00
14	12" Wide Cross-Walk Lines	LF	400	\$ 1.500	\$ 600.00	\$ 1.850	\$ 740.00
15	4' x 5' Handicapped Parking Space Marking	EA	20	\$ 15.000	\$ 300.00	\$ 40.000	\$ 800.00
16	8' x 20' Railroad Crossing Marking	EA	10	\$ 35.000	\$ 350.00	\$ 147.000	\$ 1,470.00
17	30" x 8' Elongated Letter Marking	Each Letter	20	\$ 12.000	\$ 240.00	\$ 21.000	\$ 420.00
18	12" x 12" Squares	EA	1,000	\$ 0.450	\$ 450.00	\$ 1.850	\$ 1,850.00
19	3' 3" x 5" 9" Bike Lane Symbols	EA	30	\$ 14.500	\$ 435.00	\$ 21.000	\$ 630.00
20	2' x 6' Bile Lane Arrows	EA	30	\$ 14.500	\$ 435.00	\$ 21.000	\$ 630.00
21	Remove Pavement Markings	Per Hour	1	\$ 1,500.000	\$ 1,500.00	\$ 510.000	\$ 510.00
22	Layout	Per Hour	1	\$ 175.000	\$ 175.00	\$ 125.000	\$ 125.00
	<b>TOTAL BID</b>				<b>\$ 15,927.250</b>		<b>\$ 40,665.000</b>

**Low Bidder: Straight Stripe**

*Last Year's Low Bidder: Straight Stripe \$11,257.25*



**CEDAR CITY CORPORATION  
BID TABULATION  
BLANKET CONTRACTS FY 2015 (JULY 2014 - JUNE 2015)**

**SMALL CONCRETE PROJECTS**

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	GLEAVE CONCRETE		M.S. CONCRETE	
				UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT
1	30-Inch Curb & Gutter Type A (Machine Placed)	LF	100	\$ 14.00	\$ 1,400.00	\$ 14.00	\$ 1,400.00
2	(a) 30-Inch Curb & Gutter Type A (Hand Placed - Up to 40')	LF	40	\$ 14.00	\$ 560.00	\$ 18.00	\$ 720.00
2	(b) 30-Inch Curb & Gutter Type A (Hand Placed - 40' to 100')	LF	100	\$ 14.00	\$ 1,400.00	\$ 16.00	\$ 1,600.00
3	36-Inch Curb & Gutter Type C (Machine Placed)	LF	250	\$ 10.00	\$ 2,500.00	\$ -	\$ -
4	(a) 36-Inch Curb & Gutter Type C (Hand Placed - Up to 40')	LF	40	\$ 10.00	\$ 400.00	\$ 20.00	\$ 800.00
4	(b) 36-Inch Curb & Gutter Type C (Hand Placed - 40' - 100')	LF	100	\$ 10.00	\$ 1,000.00	\$ 17.00	\$ 1,700.00
5	(a) Concrete Sidewalk (4" Thick) (Adjacent to Curb & Gutter)	SF	1,000	\$ 3.50	\$ 3,500.00	\$ 3.50	\$ 3,500.00
5	(b) Concrete Sidewalk (4" Thick) (Adjacent to Parkstrip)	SF	1,000	\$ 3.50	\$ 3,500.00	\$ 3.50	\$ 3,500.00
6	Concrete Drive Approach, Residential (6" Thick)	SF	1,000	\$ 4.00	\$ 4,000.00	\$ 4.20	\$ 4,200.00
7	Concrete Drive Approach, Commercial (6" Thick)	SF	500	\$ 5.00	\$ 2,500.00	\$ 4.90	\$ 2,450.00
8	6' Wide Concrete Waterway (8" Thick Reinforced)	SF	1,500	\$ 6.00	\$ 9,000.00	\$ 5.95	\$ 8,925.00
9	Handicap Accessible Ramp	SF	800	\$ 5.50	\$ 4,400.00	\$ 5.00	\$ 4,000.00
10	Small Structures Less Than 1 C.Y. (Includes Forming, Concrete & Rebar)	CY	<1 CY	\$ 550.00	\$ 550.00	\$ 800.00	\$ 800.00
11	Small Structures More Than 1 C.Y. (Includes Forming, Concrete & Rebar)	CY	>1CY	\$ 300.00	\$ 300.00	\$ 600.00	\$ 600.00
12	Water Jobs (Sidewalk, Pad, Collar)	LS	40	\$ 90.00	\$ 3,600.00	\$ 125.00	\$ 5,000.00
13	Bond Cost Amount	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
	<b>TOTAL BID</b>				<b>\$ 40,610.00</b>		<b>\$ 41,195.00</b>

**Low Bidder: Gleave Concrete**

NOTE: Last Year's Low Bidder: Gleave Concrete \$37,770.00

NOTE: MS Concrete does not have the equipment to bid Item #3. Taking Item #3 out of Gleave's bid make his total \$38,110.00

**CEDAR CITY CORPORATION  
BID TABULATION  
BLANKET CONTRACTS FY 2015 (JULY 2014 - JUNE 2015)**

**INSTALLED ASPHALT**

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	ASHDOWN BROTHERS CONSTRUCTION UNIT COST	TOTAL AMOUNT	WESTERN ROCK PRODUCTS UNIT COST	TOTAL AMOUNT
1	1/2 - 1-Inch Thick Machine Skin Patch - Mobilization Included	SF	<10,000	\$ 0.80	\$ 8,000.00	\$ 0.75	\$ 7,500.00
2	1/2 - 1-Inch Thick Machine Skin Patch - Mobilization Included	SF	>10,000	\$ 0.80	\$ 8,000.00	\$ 0.70	\$ 7,000.00
3	2-Inch Thick Asphalt Mat (Hand Spread) <500 SF	SF	<500	\$ 1.75	\$ 875.00	\$ 3.25	\$ 1,625.00
4	2-Inch Thick Asphalt Mat (Machine Spread)	SF	40,000	\$ 1.04	\$ 41,600.00	\$ 1.15	\$ 46,000.00
	2-Inch Thick Asphalt Mat (Machine Spread)	SF	20,000	\$ 1.14	\$ 22,800.00	\$ 1.18	\$ 23,600.00
	2-Inch Thick Asphalt Mat (Machine Spread)	SF	10,000	\$ 1.24	\$ 12,400.00	\$ 1.20	\$ 12,000.00
	2-Inch Thick Asphalt Mat (Machine Spread)	SF	5,000	\$ 1.50	\$ 7,500.00	\$ 1.25	\$ 6,250.00
5	2 1/2-Inch Thick Asphalt Mat (Hand Spread) <500 SF	SF	<500	\$ 2.00	\$ 1,000.00	\$ 3.70	\$ 1,850.00
6	2 1/2-Inch Thick Asphalt Mat (Machine Spread)	SF	15,000	\$ 1.34	\$ 20,100.00	\$ 1.30	\$ 19,500.00
	2 1/2-Inch Thick Asphalt Mat (Machine Spread)	SF	10,000	\$ 1.44	\$ 14,400.00	\$ 1.35	\$ 13,500.00
	2 1/2-Inch Thick Asphalt Mat (Machine Spread)	SF	5,000	\$ 1.64	\$ 8,200.00	\$ 1.40	\$ 7,000.00
7	3-Inch Thick Asphalt Mat (Hand Spread) <500 SF	SF	<500	\$ 2.25	\$ 1,125.00	\$ 4.25	\$ 2,125.00
8	3-Inch Thick Asphalt Mat (Machine Spread)	SF	10,000	\$ 1.54	\$ 15,400.00	\$ 1.55	\$ 15,500.00
	3-Inch Thick Asphalt Mat (Machine Spread)	SF	5,000	\$ 1.84	\$ 9,200.00	\$ 1.60	\$ 8,000.00
9	Tack-Coat	GAL	1	\$ 5.00	\$ 5.00	\$ 3.00	\$ 3.00
10	Flush-Coat	GAL	1	\$ 5.00	\$ 5.00	\$ 3.00	\$ 3.00
						*Bond Fee \$2,000	\$ 2,000.00
	<b>TOTAL BID</b>				<b>\$ 170,610.00</b>		<b>\$ 173,456.00</b>

**Low Bidder: Ashdown Brothers Construction**

NOTE: Last Year's Low Bid: Western Rock Products \$140,306.00  
Items 1 & 2 are new to the bid document this year

\*Bond fees for Ashdown are factored in to their unit costs

**CEDAR CITY CORPORATION  
BID TABULATION  
BLANKET CONTRACTS FY 2015 (JULY 2014 - JUNE 2015)**

**STREET MATERIALS SUPPLY CONTRACT**

ITEM NUMBER	DESCRIPTION	SUNROC CORPORATION		WESTERN ROCK PRODUCTS		MEL CLARK, INC.		ASHDOWN BROTHERS CONSTRUCTION	
		UNIT	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
1	Road Base Material	TON	\$ 6.25	\$ 4.00	\$ 4.75	\$ 5.50			
2	Sand Material (Cyclone or Equivalent)	TON	\$ 5.00	\$ 3.50	\$ -	\$ 3.00			
3	Bituminous Surface Course Material (Hot Mix)	TON	\$ 61.25	\$ 62.00	\$ -	\$ 61.00			
4	Bituminous Surface Course Material (Cold Mix)	TON	\$ -	\$ 90.00	\$ -	\$ -			
5	Bituminous Surface Course Material (UPM or Equivalent)	TON	\$ -	\$ 175.00	\$ -	\$ 140.00			
6	Flowable Backfill Material (City Specifications)	CY	\$ 68.00	\$ 68.00	\$ -	\$ -			
7	Flowable Backfill Material (Sand Only, No Additives)	CY	\$ 60.00	\$ 54.00	\$ -	\$ -			
8	Portland Cement Concrete Material (Class A)	CY	\$ 88.50	\$ 91.00	\$ -	\$ -			
9	Portland Cement Concrete Material (Class C)	CY	\$ 85.50	\$ 88.00	\$ -	\$ -			
10	Ready Mix, "Short Load Quantity"	LOAD	\$ 40.00	\$ 40.00	\$ -	\$ -			
11	Road Chips UDOT (2,000 + or -) Type I	TON	\$ 15.00	\$ 14.50	\$ -	\$ -			
	Road Chips UDOT (2,000 + or -) Type II	TON	\$ 15.00	\$ 16.00	\$ -	\$ -			
12	Cinders Type II	TON	\$ 5.00	\$ -	\$ -	\$ -			
13	Leach Rock	TON	\$ 8.75	\$ 10.50	\$ 10.00	\$ -			
14	Top Soil	TON	\$ 7.50	\$ 2.00	\$ 2.50	\$ 3.00			
15	1" Minus Rock	TON	\$ 8.75	\$ 12.00	\$ 10.00	\$ -			
16	Pea Gravel	TON	\$ 4.00	\$ 4.00	\$ -	\$ -			
17	6" Minus Rock	TON	\$ 9.00	\$ 14.00	\$ 10.00	\$ -			
18	12" Minus Rock	TON	\$ 9.00	\$ -	\$ 10.00	\$ -			
19	Pitrun	TON	\$ 3.00	\$ 3.50	\$ 4.00	\$ 3.50			

**Low Bidder on each item is highlighted and shown in bold above**

NOTE: Last Year's Low Bids per Item: 1=\$4.00; 2=\$3.50; 3=\$61.00; 4=\$69.00; 5=\$140.00; 6=\$64.00; 7=\$55.00; 8=\$85.50; 9=\$83.00;  
10=\$40.00; 11=\$14.00; 12=\$5.00; 13=\$8.75; 14=\$2.00; 15=\$8.75; 16=\$4.00; 17=\$9.00; 18=\$9.00; 19=\$9.00; 20=\$2.50

CEDAR CITY CORPORATION  
 BID TABULATION  
 BLANKET CONTRACTS FY 2015 (JULY 2014 - JUNE 2015)

CRACK SEALANT/CHIP SEAL ASPHALT/OIL SUPPLY CONTRACT

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	MAXWELL PRODUCTS SLC, UT		ASPHALT SYSTEMS, INC. SLC, UT		CALUMET/ MOUNTAIN STATES ASPHALT TOOELE, UT		TOTAL AMOUNT
				UNIT	COST	UNIT	COST	UNIT	COST	
1	Provide and Transport CRS-2h Asphalt	TON	400	\$	-	\$	-	\$	444.00	\$ 177,600.00
2	Provide and Transport PMCRS-2h Asphalt	TON	100	\$	-	\$	-	\$	-	-
3	Provide and Transport LMCRS-2h Asphalt	TON	100	\$	-	\$	-	\$	513.00	\$ 51,300.00
4	P.A.S.S.	TON	100	\$	-	\$	1,182.00	\$	-	-
5	Provide and Transport CQS-1h 2:1 Dilution	TON	100	\$	-	\$	-	\$	366.00	\$ 36,600.00
6	Provide and Transport LMCQS-1h 2:1 Dilution	TON	100	\$	-	\$	-	\$	380.00	\$ 38,000.00
7	Provide and Transport PMCQS-1h 2:1 Dilution	TON	100	\$	-	\$	-	\$	-	-
8	Provide and Transport CSS-1H Asphalt 2:1 Dilution	TON	400	\$	-	\$	462.00	\$	326.00	\$ 130,400.00
9	GSB-88 Emulsified Sealer/Binder 2:1 Dilution	TON	100	\$	-	\$	842.00	\$	-	-
10	Elasto-Flex 650 or Equivalent	TON	100	\$	908.00	\$	-	\$	-	-
11	Transport Stand-By Time	HOURL	30	\$	-	\$	100.00	\$	125.00	\$ 3,750.00
*Additional Item GSB78										
\$1,242.00/Ton										

Low Bidders are highlighted and shown in bold above  
 Items 2 & 7 No Bid

NOTE: Last Year's Low Bids per Item: 1=\$199,600; 2=No Bid; 3=No Bid; 4=\$116,300; 5=\$34,200; 6=No Bid; 7=No Bid; 8=\$186,400; 9=\$84,200; 11=\$3,000

\*No bid was requested for this material

CEDAR CITY CORPORATION  
 BID TABULATION  
 BLANKET CONTRACTS FY 2015 (JULY 2014 - JUNE 2015)

CHIP SEAL ASPHALT/OIL APPLICATOR CONTRACT

ITEM NUMBER	DESCRIPTION	RNM TRANSPORTATION, INC.		J & T PETERSEN, INC.	
		UNIT	UNIT COST	UNIT COST	TOTAL AMOUNT
1	Applicator Hourly Rate	200.00	\$ 200.00	\$ 185.00	\$ 185.00
2	Applicator Stand-By Rate	200.00	\$ 200.00	\$ 185.00	\$ 185.00
	<b>TOTAL BID</b>		<b>\$ 400.00</b>		<b>\$ 370.00</b>

*Low Bidder: J & T Petersen, Inc.*

*NOTE: Last Year's Low Bidder: J & T Petersen, Inc. at \$346.00*

CEDAR CITY CORPORATION  
 BID TABULATION  
 BLANKET CONTRACTS FY 2015 (JULY 2014 - JUNE 2015)

ASPHALT STREET CRACK SEAL PROJECT

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	STRAIGHT STRIPE UNIT COST	TOTAL AMOUNT	SPENCER ASPHALT UNIT COST	TOTAL AMOUNT
1	Mobilization, Permits, Payment and Performance Bond	LS	1	\$ 225.00	\$ 225.00	\$ -	\$ -
2	Installation of City Provided Crack Seal Material per Specifications	TON		\$ 1,725.00	\$ 1,725.00	\$ 1,520.00	\$ 1,520.00
	<b>TOTAL BID</b>				<b>\$ 1,950.00</b>		<b>\$ 1,520.00</b>

*Low Bidder: Spencer Asphalt*

*Last Year's Low Bidder: Spencer Asphalt \$1,444.00*

**CEDAR CITY CORPORATION  
BID TABULATION  
BLANKET CONTRACTS FY 2015 (JULY 2014 - JUNE 2015)**

**TREE TRIMMING SERVICE**

ITEM NUMBER	DESCRIPTION	PROFESSIONAL TREE SERVICE, INC.		TOTAL AMOUNT
		UNIT	UNIT COST	
1	1-10 Trees	HOUR	\$ 75.00	\$ 75.00
2	11-20 Trees	HOUR	\$ 75.00	\$ 75.00
3	21-50 Trees	HOUR	\$ 75.00	\$ 75.00

***Only One Bidder  
Low Bidder: Professional Tree Service, Inc.***

***NOTE: Last Year's Low Bidder: Professional Tree Service, Inc at a rate per tree of \$150.00; not hourly***

**CEDAR CITY CORPORATION  
BID TABULATION  
BLANKET CONTRACTS FY 2015 (JULY 2014 - JUNE 2015)**

**TOWING SERVICE**

ITEM NUMBER	DESCRIPTION	BRADSHAW CHEVROLET		TOTAL AMOUNT
		UNIT	UNIT COST	
1	Cost Per Towed Vehicle	EA	\$ 35.00	\$ 35.00
2	Meet All Requirements	YES/NO	YES	

***Only One Bidder  
Low Bidder: Bradshaw Chevrolet***

***NOTE: Last Year's Low Bidder: Bradshaw Chevrolet at \$29.50 per Tow***



**CEDAR CITY COUNCIL  
AGENDA ITEM 6**

**INFORMATION SHEET**

**TO:** Mayor and City Council  
**FROM:** Jeff Hunter  
**DATE:** June 30, 2014

**SUBJECT:** CONSIDER NEW REFUSE TRUCK PROPOSAL

**DISCUSSION:** The Public Works Department requested bids for the purchase of a new residential refuse truck. Each truck is on a 6-year operational cycle. This cycle maximizes the trade-in value of the truck and minimizes the maintenance cost of the vehicle. This vehicle had reached its useful life. Bids were solicited from 4 companies with only 1 response.

The truck slated for trade-out this year was sold on the Public Surplus site for \$40,000.00. This money will go toward offsetting the cost of the new truck.

Public Works is requesting approval from the City Council to go ahead with the purchase of the new truck.

**CEDAR CITY CORPORATION  
BID TABULATION  
NEW REFUSE TRUCK**

		NATIONAL ENVIRONMENTAL WASTE SYSTEMS
ITEM NUMBER	DESCRIPTION	TOTAL AMOUNT
1	New Refuse Truck per Specifications	\$ 232,900.00

***Only One Bid Submitted***

Bids Sent To:

National Environmental Waste Systems  
Legacy Equipment  
Southwest Equipment Company  
McNeilus

*NOTE: Our current trucks are Wayne Curbtenders provided by National Environmental Waste Systems*

CEDAR CITY COUNCIL  
AGENDA ITEMS V - 7  
DECISION PAPER

**TO:** Mayor and City Council

**FROM:** Paul Bittmenn

**DATE:** June 30, 2014

**SUBJECT:** Amendments to City's Storm Drain Ordinance (chapter 38)

**DISCUSSION:**

Cedar City has a provision in ordinance allowing for a developer reimbursement agreement for many infrastructure items. These agreements are sometimes referred to as pioneer agreements. These agreements usually work as follows:

1. developer A extends some infrastructure to facilitate the development of developer A's property, for this example assume the infrastructure is a road;
2. the road developer A is extending passes through some undeveloped property before it reaches developer A's property and the property across the street from developer A's property fronting the new road is also undeveloped at the time developer A builds the subdivision;
3. developer A would enter an agreement with Cedar City;
4. pursuant to the terms of the agreement with developer A the City would require those developing along the new road to reimburse developer A for the extension of the road. Developers would pay ½ of the cost of the road multiplied by the extent to which their property fronts the road. This reimbursement would be sent by City to developer A;
5. the payments to developer A would not include interest, and the City would collect the reimbursement until developer A is made whole or for 10 years, whichever comes first.

Currently the City does not have in its storm drain ordinance a provision related to collection of reimbursement for storm drain infrastructure through a pioneer agreement. The attached ordinance would incorporate such a provision.

Please consider approval of the attached ordinance.

**CEDAR CITY ORDINANCE NO. \_\_\_\_\_**  
**AN ORDINANCE AMENDING CHAPTER 38 OF THE ORDINANCE OF CEDAR CITY ALLOWING FOR REIMBURSEMENT TO DEVELOPERS THAT INSTALL STORM DRAIN IMPROVEMENTS.**

**WHEREAS**, Cedar City has existing ordinance allowing for reimbursement to developers installing infrastructure that will also serve neighboring undeveloped property so that if the neighboring property develops within a ten (10) year period they will be required to share ½ of the infrastructure costs; and

**WHEREAS**, Cedar City currently does not have a provision in its storm drain ordinance, Chapter 38 of the Ordinance of Cedar City, that would allow for the reimbursement of ½ of the cost associated with storm drain infrastructure; and

**WHEREAS**, as a means to equitably allocate the cost of development the Cedar City Council finds that it is necessary and proper to include a provision in the City's storm drain ordinance providing for the repayment of ½ of the cost associated with development of a storm drain system.

**NOW THEREFORE** be it ordained by the City Council of Cedar City, State of Utah, that the following underlined section is added to the Chapter 38 of the ordinance of Cedar City:

**SECTION 38-2-2a Storm Drains and Channels**

Except where otherwise provided in these ordinances, the following shall be the exclusive method of extending storm drains in Cedar City, Utah, on dedicated streets where such drainage improvements are not now available and outside of recognized subdivisions.

In the event the property owner requires a storm drain and there is not a storm drain in front of the property, then for whatever extension is necessary to bring the storm drain (12 inch minimum diameter) to the furthest developed property line, said property owner shall sign an agreement with Cedar City providing that he shall be reimbursed for expenses incurred to cover the actual cost of extending said storm drain. After said agreement is executed and construction drawings have been submitted and approved by the City Engineer, then the storm drain can be installed. Thereafter, the installation reimbursement amounts, shall be collected along the specific pipe line thus installed, and be paid by Cedar City Corporation to the individual that paid for the extension until that individual has been completely reimbursed without interest for the money expended for making said extension or for a ten year period whichever occurs first. In addition to the cost of extension, said property owner shall pay the impact fee required by ordinance. Other property owners who thereafter connect to the extended line fronting their property shall pay for the impact fees and, for the ten year period indicated above, the reimbursement amount of one half (1/2) the actual cost of the installation across the front of their property. This method of reimbursement shall also apply to lines extended and paid for by Cedar City.

This ordinance shall not be applicable in subdivisions wherein extensions have already been made at the cost of the developer.

ADOPTED by Cedar City Ordinance No. \_\_\_\_\_.

**NOW THEREFORE** be it further ordained by the City Council of Cedar City, State of Utah that City staff is authorized to make such non-substantive changes to the format and table of contents contained in Chapter 38 as may be necessary to facilitate the amendments contained herein.

This ordinance, Cedar City Ordinance No. \_\_\_\_\_, shall become effective immediately upon passage and publication as required by state law.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
MAILE L. WILSON  
MAYOR

[SEAL]  
ATTEST:

\_\_\_\_\_  
RENON SAVAGE  
RECORDER



CEDAR CITY COUNCIL  
AGENDA ITEMS V 8  
DECISION PAPER

**TO:** Mayor and City Council

**FROM:** Paul Bittmenn

**DATE:** June 30, 2014

**SUBJECT:** Resolution amending the City's fee schedule.

**DISCUSSION:**

Below is a resolution containing amendments to the City's fee schedule. The proposed amendments for the library, parks and recreation, and the airport were proposed in conjunction with the fiscal year 2014 – 2015 budget. The proposed amendments for water are intended to clean up a typo and bring the schedule in alignment with the fees amended last year.

The department and division submitting the proposed changes have been made aware of the resolution and invited to the council meeting. If you have specific questions related to the specific changes please direct them to the department/division managers.

Please consider the resolution amending the City's fee schedule.

CEDAR CITY RESOLUTION NO. \_\_\_\_\_  
A RESOLUTION OF THE CEDAR CITY COUNCIL AMENDING THE CITY'S CONSOLIDATED FEE  
SCHEDULE.

**WHEREAS**, Cedar City maintains a consolidated fee schedule which contains the fees applicable for various city operations; and

**WHEREAS**, in conjunction with the yearly budget process City Departments that are seeking an increase in fees turn in their requested fee changes and a justification for the proposed fee changes to the Mayor and City Administration; and

**WHEREAS**, the City has recently completed its budget process for fiscal year 2014-2015 and it is necessary and appropriate to adjust the fee schedule as stated herein; and

**WHEREAS**, amendments to the public works fees dealing with water are designed to correct prior typographical error and are not intended to change the previously approved fees.

**NOW THEREFORE BE IT RESOLVED** by the City Council of Cedar City, State of Utah, that the following struck through language is removed from the City's consolidated fee schedule and the following underlined language is included in the City's consolidated fee schedule:

**LIBRARY FEES**

Bag of Books	<del>\$5.00</del> <u>Market Value*</u>
Book Damage	Cost to repair/replace
Book sales-small paperback and magazines	<del>\$0.25</del> <u>Market Value*</u>
Book sales-mass market paperback	<del>\$0.50</del> <u>Market Value*</u>
Book sales-large paperback and hardcover	<del>\$1.00</del> <u>Market Value*</u>

Book sales-like new (Librarian's discretion)	<del>up to 20% of the cover price (rounded to the nearest dollar)</del> <u>Market Value*</u>
Book Bags	<u>Cost + 20% Market Value*</u>
Fax: Send & Receive	\$1 per document
Interlibrary Loan	\$1 per item (refundable if not filled)
Late Fees:	
VHS and DVD	\$1 per item per day
Overnight Materials	\$0.25 per item per day
All Other Materials	\$0.10 per item per day
Library cards-replacement	\$5.00
Non-Resident Fee	\$20 outside the County
Printing Copying	
Black & White	\$0.10 per page
Color	\$1 per page
Room Rental fees for commercial entities	\$10.00 per hour
Room Use: Commercial/Fund Raising	\$10 per room per hour
Vending Trolley (Concept)	<del>Variable depending on product</del> <u>Market Value*</u>

\* Library Director and staff to set market value using various research tools including, but not limited to internet based tools.

## **PARKS AND RECREATION**

Arena Lights	
Center Lights	
Perimeter Lights	
Arena Rental Fees	
Diamond Z Indoor Arena	
Friday-Saturday	
Sunday-Thursday	
Outdoor Arena (Fri-Sat)	
Both Arenas	
Additional Days	
Additional Hours (Fri-Sat)	
Additional Hours (Sun-Thur)	

\*\*If half of available stalls are rented, 25% of Arena Rental Fee will be returned.\*\*

\*\*If all available stalls are rented, 50% of Arena Rental Fee will be returned.\*\*

Arena Stall Rentals	
Inside	
Outside	
Arena Use Fees	
Day Use	
Annual Passes	
Additional Family Members	
Youth Clubs	
Membership	



Livestock Yardage Fee  
Shavings

General Parks & Recreation

Adult Sports

Basketball

Late Fee on Adult Sports

Softball

Fall: 1 Night

Spring: 1 Night

Volleyball

Fall: 1 Night

Spring: 1 Night

Field Charges for Baseball/Softball Tournaments

Baseball fields

\$500 damage deposit and proof of insurance due 1 month prior to event

\$100 per field per day includes one field prep. \$20.00 for each additional field prep

\$20 per hour, per field charge for lights

Softball fields

Damage deposit -- \$500.00

\$20 per hour per field for lights.

\$100 per field per day includes one field prep. \$20.00 for each additional field prep

Miscellaneous baseball and softball reservation fees.

Reservation fee 4 hour max

Reservation fee over 4 hours

One time field prep fee

Lights per field per hour

Other Sports

Baseball

Basketball

Flag Football

Late Fee on Other Sports

Non-Iron County Resident Fee

Softball

Youth Volleyball

Park Reservations

Portable Stage

simple set up for non-profits

simple set up for profit and non-local groups

full set up for non-profit

full set up for profit and non-local groups

\*transportation out of Cedar City and within Iron County add a \$2 per mile charge

Recreational concession stand process

Refund Fee

Tumbling

**PUBLIC WORKS**  
**AIRPORT**

Concession Fees	
Rental Cars	10% of gross revenue
Vending Machines	25% of gross revenue
FAA Flight Service Station	As set by contract with FAA
Facilities Rental	
Snow Cat Garage Rental	\$850 per month
Terminal Area – Main Floor	\$1.15 per square foot per month
Terminal Area – Upper Floor	\$0.71 per square foot per month
Fuel	
Aeronautical Fuel Tax	\$0.03 per gallon
FBO Fuel Storage Fee	<del>\$0.05</del> <u>0.07</u> per gallon
Government contract Helicopter or SET	\$0.30 per gallon pay to FBO by aircraft operator and
with fuel on airport not purchased from	FBO to apply gallons to above rate
FBO	and pay City.
Hangar Rental	
Fed-Ex Hangar	\$391.25 per month
Large Hangar with Heater	\$215 per month
T-Hangar	\$120 per month
Tie down/overnight parking fee (after 1st night)	\$10.00
Tide down/overnight parking fee-monthly	\$35.00
Tie down/overnight parking fee-annual	\$300.00
Land Leases	
BLM Tank Base	No charge
Civil Air Patrol	No charge
Improved Airport Apron Space	\$0.25 per square foot per year
Initiation Fee	\$500 (credited to lease payments if lease executed)
Raw Land	<del>\$0.09</del> <u>0.15</u> per square foot per year
Landing Fees	
<u>BLM Single Engine Air Tanker</u>	<u>\$20.00</u>
<u>BLM Tanker &lt; 100,000 lbs.</u>	<u>\$75.00</u>
<u>BLM Tanker &gt; 100,000</u>	<u>\$100.00</u>
<del>BLM – Multi-Engine Tanker</del>	<del>\$75.00 per landing, as modified by future-agreement</del>
<del>BLM – Single Engine Tanker</del>	<del>\$15.00 per landing, as modified by future-agreement</del>
Commercial Aviation	\$0.50 per 1,000 lbs max take off weight Commercial Airlines, Charter Operations, Cargo Operations.
General Aviation	No charge
SASO Flight School Operator Fees	Operator must select between monthly or per landing rate. Renew annually.
Fixed Wing	\$ .50 per landing
Helicopter/Rotorcraft	\$7.50 per landing or <del>\$4250</del> <u>\$1750.00</u> per

	month
Parking	
Rental Cars	\$0.06 per square foot per year
General Vehicles	No charge
Other fees	
Hazardous waste spill	\$250.00
Construction clean up deposit (refundable)	\$1,000.00
SASO initiation/annual license fee	\$100.00
FBO initial license application fee	<del>\$500.00</del> <u>\$5,000.00</u>

## WATER

Backflow Inspection & Review	\$50
Culinary Water User Fees (per month)	
Single-Family Residential	
Base Fee	\$17 per month
First 8,000 gallons	\$0.90
8,001 to 20,000 gallons	\$1.00
20,001 to 35,000 gallons	\$2.00
Over 35,000 gallons	\$2.16
Multi-Family Residential (per occupied dwelling unit)	
Base Fee	\$17 per month
First 5,000 gallons (per occupied dwelling unit)	\$0.90
5,001 to 10,000 gallons (per occupied dwelling unit)	\$1.00
10,001 to 15,000 gallons (per occupied dwelling unit)	\$2.00
Over 15,000 gallons (per occupied dwelling unit)	\$2.16
Non-Residential	
Base Fee	\$17.00 per month
All Usage	<del>\$4.00</del> <u>\$1.00</u>
Excess Irrigation Usage	<u>\$2.00</u>

**\*\*All water fees are per thousand gallons rounded up to the next thousand.\*\***

Non-pressurized irrigation water user fees (per month)	
User Fee	\$3 per month per water meter
City Irrigation Ditch	\$2.50 per hour
Pressurized Irrigation Water User Fees (per month)	
Base Fee	\$17.00 per month
All usage	\$0.68
Excess irrigation usage	\$1.36

**\*\*All water fees are per thousand gallons rounded up to the next thousand.\*\***

Deep Well Gaera <u>Camera</u> Rental	\$150 per hour
Hydrant Meters	
Administrative Fee	\$25
Base Monthly Rate	\$75
Meter Reading Late Fee	\$250 per month (for first 3 month
Livestock Watering Application Fee	\$50

Master Water Meter	
5/8" x 3/4" meter	\$275
1" meter	\$415
3" meter	\$2,550
4" meter	\$3,450
6" meter	\$4,124
6" meter - compound	\$4,900
8" meter	\$4,600
Meters (per meter)	
For 1" Line	\$305
For 1 1/2" Line	\$553
For 2" Line	\$828
For 3" Line	\$2,550 plus materials
For 4" Line	\$2,610 plus materials
For 6" Line	\$4,125 plus materials
Meter reading late fee	\$250
On/Off Fee (No Valve)	
First 3 in 12-Month Period	Free
4 or More in 12-Month Period	\$25 each
<del>Pressure Irrigation Water User Fee (Per Thousand Gallons Per Month)</del>	
All usage	<del>\$0.44</del>
Excess Irrigation Usage	<del>\$1.20</del>
Reinstall Meter Fee	\$100
Resume Service Fee	\$25
System Damage Fee	Cost of Repairs
Water Tapping Fee	\$60 plus cost of materials

**AMEND ED BY CEDAR CITY RESOLUTION Nos. 09-0610-2, 09-091401, 10-0609-1, 10-0908-1, 10-1123-1, 11-0622-2, 11-0713, 11-0824, 11-1026, 12-0125, 12-0328-1, 12-0523, 12-0523-1, 12-0613-2, 12-0808, 12-1114, 13-0626-1, 13-0828, 14-0129, 14-0226,**

**NOW THEREFORE BE IT FURTHER RESOLVED** by the City Council of Cedar City, State of Utah, that City staff is authorized to make such changes to the format of the fee schedule as are necessary to accommodate the amendments contained herein as long as those amendments do not impact the substance of the fee schedule.

This resolution shall become effective immediately upon passage.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSTAINED \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
MAILE L. WILSON  
MAYOR

[SEAL]  
ATTEST:

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RENON SAVAGE  
RECORDER

